

BILL NO. S-83-09-03

SPECIAL ORDINANCE NO. S-188-83

AN ORDINANCE approving an Agreement  
by the City of Fort Wayne and the  
Board of Aviation Commissioners for  
Relocation of Baer Field Localizer.

NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL  
OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. The Agreement, made a part hereof, by the  
City of Fort Wayne by and through its Board of Aviation Com-  
missioners for Relocation of Baer Field Localizer, is hereby  
ratified, and affirmed and approved in all respects. The work  
under said Agreement requires:

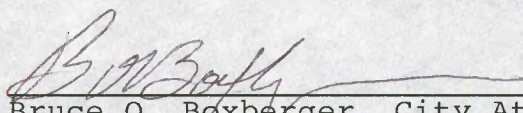
Agreement by Board with Federal Aviation  
Administration for relocation of Runway  
31 Localizer, etc., at Baer Field necessary  
for proper operation of runway;

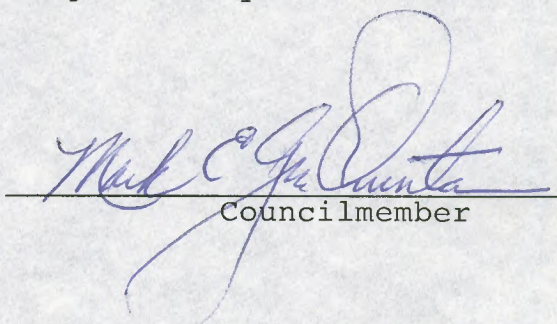
the estimated cost of project of Four Hundred Thousand Four Hun-  
dred and No/100 Dollars (\$400,400.00) is to be repaid by Board to  
FAA (90% of cost comes from grant to the Board from the FAA for  
the project).

SECTION 2. Two (2) copies of the Agreement attached  
hereto are on file with the City Clerk, and are available for  
public inspection.

SECTION 3. That this Ordinance shall be in full force  
and effect from and after its passage and any and all necessary  
approval by the Mayor.

APPROVED AS TO FORM  
AND LEGALITY

  
Bruce O. Boxberger, City Attorney

  
Councilmember



Read the first time in full and on motion by GiaQuinta, seconded by Stier, and duly adopted, read the second time by title and referred to the Committee Finance (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on \_\_\_\_\_, 19\_\_\_\_, the \_\_\_\_\_ day of \_\_\_\_\_, at \_\_\_\_\_ o'clock \_\_\_\_\_.M., E.S.T.

DATE: 9-13-83

Sandra E. Kennedy  
CITY CLERK

Read the third time in full and on motion by GiaQuinta, seconded by Stier, and duly adopted, placed on its passage. PASSED (~~LOST~~) by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>	<u>TO-WIT:</u>
<u>TOTAL VOTES</u>	<u>9</u>	_____	_____	_____	_____
<u>BRADBURY</u>	<u>✓</u>	_____	_____	_____	_____
<u>BURNS</u>	<u>✓</u>	_____	_____	_____	_____
<u>EISBART</u>	<u>✓</u>	_____	_____	_____	_____
<u>GiaQUINTA</u>	<u>✓</u>	_____	_____	_____	_____
<u>SCHMIDT</u>	<u>✓</u>	_____	_____	_____	_____
<u>SCHOMBURG</u>	<u>✓</u>	_____	_____	_____	_____
<u>SCRUGGS</u>	<u>✓</u>	_____	_____	_____	_____
<u>STIER</u>	<u>✓</u>	_____	_____	_____	_____
<u>TALARICO</u>	<u>✓</u>	_____	_____	_____	_____

DATE: 9-27-83

Sandra E. Kennedy  
- CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ZONING MAP) (~~GENERAL~~) (~~ANNEXATION~~) (SPECIAL)

(APPROPRIATION) ORDINANCE (RESOLUTION) NO. 188-83

on the 27th day of September, 1983.

ATTEST:

(SEAL)

Sandra E. Kennedy  
CITY CLERK

Ray A. E. York  
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 28th day of Sept, 1983, at the hour of 11:30 o'clock A.M., E.S.T.

Sandra E. Kennedy  
CITY CLERK

Approved and signed by me this 30th day of September 1983, at the hour of 12 o'clock P.M., E.S.T.

Win Moses, Jr.  
WIN MOSES, JR. - MAYOR



MEMORANDUM OF AGREEMENT

between

DEPARTMENT OF TRANSPORTATION  
FEDERAL AVIATION ADMINISTRATION

and

THE CITY OF FORT WAYNE, INDIANA

WHEREAS, the Federal Aviation Administration, hereinafter referred to as the FAA, is in a position to furnish directly or by contract materiel, supplies, equipment and services which the City of Fort Wayne, Indiana, hereinafter referred to as the City requires, has funds available for and has determined should be obtained from the FAA; and

WHEREAS, the Federal Aviation Act of 1958 (49 USC 1301 et seq) and the current Acts authorize the furnishing of materiel, supplies, equipment, and services by the FAA to the City upon a reimbursable payment basis;

NOW, THEREFORE, the FAA and the City mutually agree as follows:

ARTICLE I - Title and Description of Project

- A. The project title is relocation of the Runway 31 Localizer, Glide Slope with colocated VHF Omnidirectional Range Test, Runway Visual Range, Middle Marker with colocated Rotating Beam Ceilometer, and Medium Intensity Approach Light System with Sequence Flashing lights, and the Runway 27 Runway End Identification Lights at Fort Wayne Municipal Airport, Fort Wayne, Indiana.
- B. The City shall be responsible for funding of plant and structure removal/relocation/construction of all the above mentioned facilities including the required engineering, plans and specifications. The City's funding responsibilities shall include relocation of any power source as required.
- C. The FAA will provide engineering, construction, construction supervision/inspection to assure compliance with FAA requirements, perform electronic equipment installation and perform flight check to return the facilities to service. The specific work to be performed by the FAA will be as follows:
  - 1. Localizer/Glide Slope/VOT: The localizer and glide slope facilities require relocation because the City is planning a 2000' runway extension. Due to the age of the existing equipment at these facilities, solid-state equipment is to be installed. This equipment is to be furnished by the FAA at no cost to the City. The VOT is colocated within the glide slope building. The existing equipment will be relocated.

NOTE: The FAA will establish a project to convert the glide slope to capture effect equipment concurrent with the relocation. The City will not be charged the additional costs associated with the conversion.



2. RVR: The RVR requires relocation to be site colocated with the glide slope. The existing RVR equipment will be relocated.
3. MIDDLE MARKER/RBC: The middle marker and RBC must be relocated to a new site because of the runway extension. The existing equipment will be relocated. NOTE: The FAA is relocating the RBC for the National Weather Service.
4. MALSF: The MALSF system will have to be relocated to coincide with the relocated Runway 31 threshold. Concurrent with the relocation of this equipment, the FAA will install threshold lights and a RAIL. The City will not be charged any costs associated with the thresholdlights or RAIL. New Multi-Electric Company, Model FA-9877 MALS equipment will be furnished at no cost to the City so as to be compatible with the threshold lights and RAIL.
5. REIL: The REIL system requires relocation due to the City's relocation of the Runway 27 threshold. The existing equipment will be relocated.

D. The FAA services to be provided for the relocation of the above facilities will include:

1. Plants engineering and drafting;
2. Foundation and site installations;
3. Construction supervision;
4. Re-installation of equipment;
5. Tune-up of electronic equipment; and
6. Flight inspection.

E. The estimated costs for the relocation of the facilities is as shown below:

1. Localizer:

Civil engineering and drafting	\$ 14,000
Electrical engineering and drafting	2,000
Construction contract and supervision	42,000
Cables	1,500
Electrical equipment installation	10,000
Flight inspection	<u>15,000</u>
Sub-Total	\$ 84,500

2. Glide Slope/VOT:

Civil engineering and drafting	\$ 10,000
Electrical engineering and drafting	1,500
Construction contract and supervision	35,000
Cables	1,000
Electrical equipment installation	15,000
Flight inspection	<u>6,000</u>
Sub-Total	\$ 68,500

3. RVR:

Civil engineering and drafting	\$ 5,000
Electrical engineering and drafting	-0-
Construction contract and supervision	40,000
Cables	2,000
Electrical equipment installation	-0-
Flight inspection	-0-
Sub-Total	\$ 47,000

4. Middle Marker/RBC:

Civil engineering and drafting	\$ 8,000
Electrical engineering and drafting	1,000
Construction contract and supervision	31,000
Cables	1,000
Electrical equipment installation	3,000
Flight inspection	1,000
Sub-Total	\$ 45,000

5. MALSF:

Civil engineering and drafting	\$ 17,000
Electrical engineering and drafting	-0-
Construction contract and supervision	75,000
Cables	1,000
Electrical equipment installation	-0-
Flight inspection	1,000
Sub-Total	\$ 94,000

6. REIL

Civil engineering and drafting	\$ 4,000
Electrical engineering and drafting	-0-
Construction contract and supervision	13,000
Cables	1,500
Electrical equipment installation	-0-
Flight inspection	-0-
Sub-Total	\$ 18,500

7. Summary of estimated costs:

Localizer	\$ 84,500
Glide Slope/VOT	68,500
RVR	47,000
Middle Marker/RBC	45,000
MALSF	94,000
REIL	18,500
Sub-Total	\$357,500
12% Administrative cost	42,900
TOTAL	\$400,400



ARTICLE II - Reimbursement, Performance and Accounting Arrangements

- A. The City will reimburse the FAA on a quarterly basis upon receipt of billing for the project costs incurred by the FAA in furnishing supplies, equipment and services under this agreement; PROVIDED, HOWEVER, that upon revocation or termination of the agreement for any cause, the City will reimburse the FAA for all necessary liquidating expenses and any cost incurred up to the time of revocation or termination. In determining the cost to the FAA, there shall be included an administrative cost of 12 percent to the City.
- B. Administrative overhead will be assessed on each bill at the rate of 12 percent. This overhead represents the cost to the FAA of those indirect expenses which are a part of the cost of overall agency operations.
- C. The FAA hereby identifies the Real Estate Branch, AGL-56, Great Lakes Region, 2300 East Devon Avenue, Des Plaines, Illinois 60018, as assigned responsibility for accomplishment of this agreement. The Accounting Division, ACE-20, Central Region, 601 East 12th Street, Kansas City, Missouri 64106, is identified by the FAA as the billing office for the agreement.
- D. The City hereby identifies the office to which the FAA will render bills for the costs incurred under the terms of this agreement: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- E. Billing will be provided by FAA on a Standard Form 1114, identifying the supplies, equipment and/or services provided by the FAA under this agreement.
- F. The amounts set forth in this agreement are estimates and in the event actual cost is less than the FAA estimated cost, the City shall pay only the actual cost; similarly, if the actual cost exceeds the FAA estimated cost, the City shall pay the actual cost. However, if during the course of this agreement, actual costs are expected to exceed the estimate by more than 10 percent, the FAA will notify the City as soon as this is known, but not less than 30 days prior to submission of the final billing.
- G. Payment for billings is due within 30 days of receipt. Late charges will be assessed on delinquent payments in accordance with U. S. Treasury Regulations, Treasury Fiscal Requirements Manual, Section 6-8020.20. Late charges are computed by multiplying the amount of the overdue payment by the percentage rate prescribed quarterly by the U. S. Treasury Department for each 30-day period, or portion thereof, during which payments are overdue.

ARTICLE III - Amendment

Any change in the supplies, equipment or services to be furnished under this agreement shall be formalized by an appropriate written amendment to the agreement which shall outline in detail the exact nature of the change.



ARTICLE IV - Effective Date

This agreement supersedes any previous agreements between the parties on the subject matter set forth in Article I hereof and is effective upon execution by all parties hereto.

ARTICLE V - Liability

A. Hold Harmless

The City agrees to defend any suit brought against the United States, the FAA, or any instrumentality or officer of the United States arising out of work under this agreement. The City further agrees to hold the United States, the FAA or any instrumentality or officer of the United States harmless against any claim by the City or any agency thereof, or third persons for personal injury, death, or property damage arising out of work under this agreement.

B. Damages

Except for damage to or destruction of FAA property caused by the FAA or any FAA personnel, the City agrees to reimburse the FAA for any damage to or destruction of FAA property arising out of work under this agreement.

ARTICLE VI - Revocation

This agreement may be revoked at any time by either party by 15 days notice in writing, subject to provisions provided for in Article II a.

The FAA and the City agree to the provisions of this agreement, as indicated by the signatures of their duly authorized officers.

FEDERAL AVIATION ADMINISTRATION

By: Donald P. Russo  
Donald P. Russo

Title: Realty Specialist, AGL-56

Date: August 12, 1983

CITY OF FORT WAYNE, INDIANA

By its Board of City of Fort Wayne, Indiana  
By: [Signature]

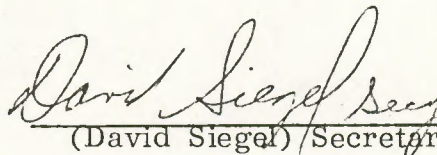
Title: [Signature]

Date: 8.17.83

Attachment to Memorandum of Agreement No. AGL-132

~~CORPORATE~~ CERTIFICATE

I, David Siegel, certify that I am the Secretary of the Board of  
Aviation Commissioners  
~~Secretary of the corporation~~ named in the attached agreement; that \_\_\_\_\_  
Herbert J. Weber who signed said agreement on behalf of the Board of  
Aviation Commissioners  
~~corporation was then~~ was then President \_\_\_\_\_ of said ~~corporation~~ Board;  
and said agreement was duly signed for and in behalf of said ~~corporation~~ by Board by  
authority of its governing body, and is within the scope of its corporate  
powers.

 (CORPORATE SEAL)  
(David Siegel) Secretary



BILL NO. S-83-09-03

REPORT OF THE COMMITTEE ON FINANCE

WE, YOUR COMMITTEE ON FINANCE TO WHOM WAS REFERRED AN  
ORDINANCE approving an Agreement by the City of Fort Wayne and  
the Board of Aviation Commissioners for Relocation of Baer Field  
Localizer

HAVE HAD SAID ORDINANCE UNDER CONSIDERATION AND BEG LEAVE TO REPORT  
BACK TO THE COMMON COUNCIL THAT SAID ORDINANCE DO PASS.

MARK E. GIAQUINTA, CHAIRMAN

*Mark E. Giaquinta*

JAMES S. STIER, VICE CHAIRMAN

*James S. Stier*

JANET G. BRADBURY

*Janet G. Bradbury*

SAMUEL J. TALARICO

*Samuel J. Talarico*

DONALD J. SCHMIDT

*D. Schmidt*

*Concurred 9-27-83 Sandra E. Kennedy*



DIGEST SHEET

S-83-09-03

TITLE OF ORDINANCE: Agreement for Relocation of Baer Field Localizer.DEPARTMENT REQUESTING ORDINANCE: Board of Aviation Commissioners.

SYNOPSIS OF ORDINANCE: Approves agreement by Board with Federal Aviation Administration for relocation of Runway 31 Localizer, etc., at Baer Field necessary for proper operation of runway. Estimated cost of project of \$400,400.00 is to be repaid by Board to FAA. 90% of cost comes from grant to the Board from the FAA for the project.

EFFECT OF PASSAGE: Qualifies continued use of Runway in conformity with safety standards.

EFFECT OF NON-PASSAGE: None of above.

MONEY INVOLVED (DIRECT COSTS, EXPENDITURES, SAVINGS): Estimated total cost \$400,400.00; Board's 10% \$40,040.00.

ASSIGNED TO COMMITTEE: Finance Committee